

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") dated effective as of May __, 2012 by and between Roman Catholic Archbishop of Boston, a corporation sole, created pursuant to Chapter 506 of the Acts of 1897 ("Seller"), and the Town of Wellesley, a Massachusetts municipal corporation ("Buyer"), acting by and through its Board of Selectmen (the "Board").

WHEREAS, Buyer and Seller have previously entered into that certain Purchase and Sale Agreement dated as of April 2, 2012 with respect to the purchase and sale of certain real property located at 900 Worcester Street, Wellesley, Norfolk County, Massachusetts (the "Agreement"); and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement; and

WHEREAS, Buyer and Seller wish to modify the terms of the Agreement in the manner set forth below.

NOW, THEREFORE, in consideration of the mutual covenants of Seller and Buyer and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Buyer hereby agree as follows:

1. Buyer agrees to fully demolish the church and rectory building on the Premises within twelve (12) months after the Closing, and until such demolition occurs, Buyer shall not use, or permit the use of, the church or rectory building for any purpose. This provision shall survive delivery of the Deed, and shall be specifically enforceable by Seller.
2. Buyer agrees that a portion (the "CPA Portion") of the Premises shall be subjected to a permanent deed restriction under the Community Preservation Act, M.G.L. c. 44B, Section 12 (the "CPA Restriction"). Pursuant to the CPA Restriction, the CPA Portion shall not be used for any purpose other than "Open Space" and "Recreational Use" (as such terms are currently defined in M.G.L. c. 44B, Section 2.) Buyer agrees to record the CPA Restriction prior to commencement of any work to construct new buildings or facilities on the Property. This provision shall survive delivery of the Deed, and shall be specifically enforceable by Seller.
3. The second paragraph of the "Use Restriction" appearing in Section 7.2.1 of the Agreement and in the Form of Deed attached as Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the following:

Grantee covenants and agrees for itself, its successors and assigns and successors in title that it shall demolish the church and rectory building on the Property within twelve (12) months of the date of delivery of this deed, and until such demolition occurs, Grantee shall not use, or permit the use of, the church or rectory building for any purpose.

Grantee covenants and agrees for itself, its successors and assigns and successors in title that it shall not use or permit the use of the Property for any purpose other than use by the Town of Wellesley for municipal purposes (as such term is used and defined in M.G.L. c. 40, §14) (the "Use Restrictions"), which municipal purpose shall include, without limitation, open space and recreational use, and leasing a portion of the Property for public or municipal recreational use. The Use Restrictions shall expire upon the date that is forty (40) years after the date of the recording of this Deed.

4. The second paragraph of the "Participation" appearing in Section 7.2.1 of the Agreement and in the Form of Deed attached as Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the following:

Grantee agrees, on behalf of itself, its assigns, and its successors in title (each, a "Transferor"), that each time that a Transferor conveys, transfers, assigns, or grants title to all or any portion of the Property within five (5) years of the recording of this deed to the Grantee (the "Initial Conveyance Date"), the Transferor shall pay Grantor the "Participation Percentage" (hereafter defined) of the amount by which (x) the value of the consideration received in connection with such transfer exceeds (y) 120% of the sum of (i) the consideration paid for the Property by the Transferor (or as to any transferred portion of the Property, the corresponding portion of such consideration paid by Transferor for the Property to be calculated based on the ratio of (A) the land area of the transferred portion to (B) the land area of the Property) and (ii) all documented due diligence, development and permitting costs incurred by Transferor in developing the Property for re-use (or as to any transferred portion of the Property, the corresponding portion of such costs incurred by Transferor in developing the Property to be calculated based on the ratio of (A) the land area of the transferred portion to (B) the land area of the Property). As used herein, a conveyance shall be deemed to have occurred upon the sale or long-term lease (of 7 years or more) of all or any portion of the Property (excluding any lease of the Property for recreational use). In the event of such a lease, the consideration received shall be deemed to be the present value, calculated at a commercially reasonable discount rate, of all rent, additional rent and other payments and consideration paid or required to be paid to the Transferor in connection with or during the term of the lease.

5. Except as modified by this Amendment, all of the terms and provisions of the Agreement are hereby ratified and confirmed by Seller and Buyer and shall remain in full force and effect.

6. The Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronically transmitted signatures shall for all purposes be treated as original signatures.

7. The submission of a draft of this Amendment, or a summary of some or all of its provisions, does not constitute an offer to bind the Buyer or Seller hereby it being understood and agreed that neither Buyer nor Seller shall be legally bound by this Amendment unless and until this Amendment in form satisfactory to Buyer and Seller, each in its sole discretion, has been executed by both Buyer and Seller and a fully executed copy has been delivered to each of them.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, a
corporation sole

By: _____
Name: _____
Title: _____

BUYER:

TOWN OF WELLESLEY

By: Barbara D Seale
Name: BARBARA D SEALE
Title: Selectman

By: Terr Tsagaris
Name: Terr Tsagaris
Title: Selectman

By: Ellen F. Cobbs
Name: Ellen F. Cobbs
Title: Selectman

By: Katherine L Babson Jr
Name: Katherine L Babson Jr
Title: Selectman

By: David S. McCauley
Name: David S. McCauley
Title: Selectman